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ATTORNEYS FOR CHASE BANK USA, N.A.

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

**BILLY MOSLEY and CORA MOSLEY, §
Plaintiffs, §
§
v. § CIVIL ACTION NO. 3:14-cv-04360-L
CHASE BANK USA, N.A. §
D/B/A CHASE, §
Defendant. §**

ORIGINAL ANSWER

TO THE HONORABLE SAM A. LINDSAY, UNITED STATES DISTRICT JUDGE:

Chase Bank USA, N.A. (“CB USA”) for its answer to the Complaint filed by Billy Mosley and Cora Mosley (together, the “Plaintiffs”), admits, denies, and alleges as follows:

FIRST DEFENSE

No response is required with respect to the first unnumbered paragraph of the Complaint.

To the extent a response is required, CB USA denies all allegations of that paragraph.

1. With respect to paragraph 1 of the Complaint, CB USA admits that Plaintiffs purport to assert claims as described therein. Except as expressly admitted, CB USA denies all allegations of paragraph 1 of the Complaint.

2. With respect to paragraph 2 of the Complaint, CB USA admits that Plaintiffs are natural persons and alleges that it lacks knowledge or information sufficient to form a belief about the truth of the allegation concerning Plaintiffs’ residence and on that ground denies it.

Except as expressly admitted or alleged, CB USA denies all allegations of paragraph 2 of the Complaint.

3. With respect to paragraph 3 of the Complaint, CB USA admits that it is a national banking association and has entered an appearance in this lawsuit. Except as expressly admitted, CB USA denies all allegations of paragraph 3 of the Complaint.

4. Paragraph 4 of the Complaint contains only legal conclusions to which no response is required. To the extent a response is required, CB USA denies all allegations of paragraph 4 of the Complaint.

5. Paragraph 5 of the Complaint contains only legal conclusions to which no response is required. To the extent a response is required, CB USA denies all allegations of paragraph 5 of the Complaint.

6. Paragraph 6 of the Complaint contains only legal conclusions to which no response is required. To the extent a response is required, CB USA denies all allegations of paragraph 6 of the Complaint.

7. Paragraph 7 of the Complaint contains only legal conclusions to which no response is required. To the extent a response is required, CB USA denies all allegations of paragraph 7 of the Complaint.

8. With respect to paragraph 8 of the Complaint, CB USA admits that this Court has jurisdiction over this lawsuit. Except as expressly admitted, CB USA denies all remaining allegations of paragraph 8 of the Complaint.

9. With respect to paragraph 9 of the Complaint, CB USA admits that venue is proper in this district. Except as expressly admitted, CB USA denies all remaining allegations of paragraph 9 of the Complaint.

10. CB USA admits the allegations of paragraph 10 of the Complaint.

11. CB USA alleges that it lacks knowledge or information sufficient to form a belief about the truth of the allegations of paragraph 11 of the Complaint on that ground denies them.

12. With respect to paragraph 12 of the Complaint, CB USA admits that Plaintiffs filed a petition in bankruptcy court on August 11, 2006. The contents of that petition are self-evident. Except as expressly admitted, CB USA denies all allegations of paragraph 12 of the Complaint.

13. CB USA admits the allegations of paragraph 13 of the Complaint.

14. With respect to paragraph 14 of the Complaint, CB USA admits that Plaintiffs filed amended schedules in the bankruptcy court on August 14, 2006. The contents of those amended schedules are self-evident. Except as expressly admitted, CB USA denies all allegations of paragraph 14 of the Complaint.

15. CB USA denies all allegations of paragraph 15 of the Complaint.

16. With respect to paragraph 16 of the Complaint, CB USA admits that EMC Mortgage filed a proof of claim in the bankruptcy case on September 12, 2006 asserting an unsecured non-priority claim in the amount of \$28,881.74. The terms of, and attachments to, that proof of claim are self-evident. Except as expressly admitted, CB USA denies all allegations of paragraph 16 of the Complaint.

17. With respect to paragraph 17 of the Complaint, CB USA admits that Plaintiffs filed an amended chapter 13 plan in the bankruptcy case on October 12, 2006. The terms of that amended chapter 13 plan are self-evident. Except as expressly admitted, CB USA denies all allegations of paragraph 17 of the Complaint.

18. With respect to paragraph 18 of the Complaint, CB USA admits that on November 28, 2006, the bankruptcy court entered an Order Confirming Chapter 13 Plan, Valuing Collateral, Allowing Debtor's Attorney's Fees, Providing for a Trustee's Recommendation Concerning Claims, and Other Related Matters (With Revisions to the Plan as Specified Herein). The terms of that order are self-evident. Except as expressly admitted, CB USA denies all allegations of paragraph 18 of the Complaint.

19. With respect to paragraph 19 of the Complaint, CB USA admits that on September 6, 2011, the bankruptcy court entered a Discharge of Debtor after Completion of Chapter 13 Plan. The terms of that document are self-evident. Except as expressly admitted, CB USA denies all allegations of paragraph 19 of the Complaint.

20. CB USA admits the allegations of paragraph 20 of the Complaint.

21. CB USA denies all allegations of paragraph 21 of the Complaint.

22. With respect to paragraph 22 of the Complaint, CB USA admits that nothing was filed in the Plaintiffs' bankruptcy case to object to or dispute the details of any claim contained in the amended chapter 13 Plan. Except as expressly admitted, CB USA alleges that it lacks knowledge or information sufficient to form a belief about the truth of the allegations of paragraph 22 of the Complaint on that ground denies them.

23. CB USA denies all allegations of paragraph 23 of the Complaint.

24. With respect to the allegations in paragraph 24 of the Complaint, CB USA admits that on March 21, 2012, Billy Mosley and Cora Mosley filed suit in Texas state court. CB USA admits that the lawsuit, captioned *Billy Mosley and Cora Mosley v. JPMorgan Chase Bank, N.A., d/b/a Chase and Chase Home Lending*, was subsequently removed to federal court. The

allegations and claims in the petition are self-evident. Except as expressly admitted, CB USA denies all allegations of paragraph 24 of the Complaint.

25. CB USA denies all allegations of paragraph 25 of the Complaint.
26. CB USA denies all allegations of paragraph 26 of the Complaint.
27. CB USA denies all allegations of paragraph 27 of the Complaint.
28. CB USA denies all allegations of paragraph 28 of the Complaint.
29. CB USA denies all allegations of paragraph 29 of the Complaint.
30. CB USA denies all allegations of paragraph 30 of the Complaint.
31. CB USA denies all allegations of paragraph 31 of the Complaint.
32. CB USA denies all allegations of paragraph 32 of the Complaint.
33. CB USA denies all allegations of paragraph 33 of the Complaint.
34. CB USA denies all allegations of paragraph 34 of the Complaint.
35. CB USA denies all allegations of paragraph 35 of the Complaint.
36. CB USA denies all allegations of paragraph 36 of the Complaint.
37. CB USA denies all allegations of paragraph 37 of the Complaint.
38. CB USA denies all allegations of paragraph 38 of the Complaint.
39. CB USA denies all allegations of paragraph 39 of the Complaint.
40. CB USA denies all allegations of paragraph 40 of the Complaint.
41. CB USA denies all allegations of paragraph 41 of the Complaint.
42. CB USA denies all allegations of paragraph 42 of the Complaint.
43. CB USA denies all allegations of paragraph 43 of the Complaint.
44. CB USA denies all allegations of paragraph 44 of the Complaint.
45. CB USA denies all allegations of paragraph 45 of the Complaint.

46. CB USA denies all allegations of paragraph 46 of the Complaint.
47. CB USA denies all allegations of paragraph 47 of the Complaint.
48. CB USA denies all allegations of paragraph 48 of the Complaint.
49. CB USA denies all allegations of paragraph 49 of the Complaint.
50. CB USA denies all allegations of paragraph 50 of the Complaint.
51. CB USA denies all allegations of paragraph 51 of the Complaint.
52. CB USA denies all allegations of paragraph 52 of the Complaint.
53. CB USA denies all allegations of paragraph 53 of the Complaint.
54. CB USA denies all allegations of paragraph 54 of the Complaint.
55. CB USA denies all allegations of paragraph 55 of the Complaint.
56. CB USA denies all allegations of paragraph 56 of the Complaint.
57. CB USA denies all allegations of paragraph 57 of the Complaint.
58. CB USA denies all allegations of paragraph 58 of the Complaint.
59. CB USA denies all allegations of paragraph 59 of the Complaint.
60. CB USA denies all allegations of paragraph 60 of the Complaint.
61. CB USA denies all allegations of paragraph 61 of the Complaint.
62. CB USA denies all allegations of paragraph 62 of the Complaint.
63. CB USA denies all allegations of paragraph 63 of the Complaint.
64. CB USA denies all allegations of paragraph 64 of the Complaint.
65. CB USA denies all allegations of paragraph 65 of the Complaint.
66. CB USA denies all allegations of paragraph 66 of the Complaint.
67. CB USA denies all allegations of paragraph 67 of the Complaint.
68. CB USA denies all allegations of paragraph 68 of the Complaint.

69. CB USA denies all allegations of paragraph 69 of the Complaint.

70. CB USA denies all allegations of paragraph 70 of the Complaint.

71. CB USA denies all allegations of paragraph 71 of the Complaint.

72. CB USA denies all allegations of paragraph 72 of the Complaint.

73. CB USA denies all allegations of paragraph 73 of the Complaint.

74. CB USA denies all allegations of paragraph 74 of the Complaint.

75. CB USA denies all allegations of paragraph 75 of the Complaint.

76. CB USA denies all allegations of paragraph 76 of the Complaint.

77. CB USA denies all allegations of paragraph 77 of the Complaint.

78. CB USA denies all allegations of paragraph 78 of the Complaint.

79. CB USA denies all allegations of paragraph 79 of the Complaint.

80. CB USA denies all allegations of paragraph 80 of the Complaint.

81. CB USA denies all allegations of paragraph 81 of the Complaint.

82. No response is required with respect to paragraph 82 of the Complaint. To the extent a response is required, CB USA denies all allegations of paragraph 82 of the Complaint.

83. Paragraph 83 of the Complaint contains only conclusions of law to which no response is required. The provisions of the Fair Credit Reporting Act are self-evident. To the extent a response is required, CB USA denies all allegations of paragraph 83 of the Complaint.

84. Paragraph 84 of the Complaint contains only conclusions of law to which no response is required. The provisions of the Fair Credit Reporting Act are self-evident. To the extent a response is required, CB USA denies all allegations of paragraph 84 of the Complaint.

85. CB USA alleges that it lacks knowledge or information sufficient to form a belief about the truth of the allegations of paragraph 85 of the Complaint on that ground denies them.

86. CB USA alleges that it lacks knowledge or information sufficient to form a belief about the truth of the allegations of paragraph 86 of the Complaint on that ground denies them.

87. CB USA denies all allegations of paragraph 87 of the Complaint.

88. CB USA denies all allegations of paragraph 88 of the Complaint.

89. CB USA denies all allegations of paragraph 89 of the Complaint.

90. CB USA denies all allegations of paragraph 90 of the Complaint.

91. Paragraph 91 of the Complaint contains only conclusions of law to which no response is required. To the extent a response is required, CB USA denies all allegations of paragraph 91 of the Complaint.

92. CB USA denies all allegations of paragraph 92 of the Complaint.

93. CB USA denies all allegations of paragraph 93 of the Complaint.

94. CB USA denies all allegations of paragraph 94 of the Complaint.

95. CB USA denies all allegations of paragraph 95 of the Complaint.

96. CB USA denies all allegations of paragraph 96 of the Complaint.

97. CB USA denies all allegations of paragraph 97 of the Complaint.

98. CB USA denies all allegations of paragraph 98 of the Complaint.

99. CB USA denies all allegations of paragraph 99 of the Complaint.

100. Paragraph 100 of the Complaint contains only conclusions of law to which no response is required. To the extent a response is required, CB USA denies all allegations of paragraph 100 of the Complaint.

101. No response is required with respect to paragraph 101 of the Complaint. To the extent a response is required, CB USA denies all allegations of paragraph 101 of the Complaint.

102. CB USA denies all allegations of paragraph 102 of the Complaint, including all sub-paragraphs.

103. CB USA denies all allegations of paragraph 103 of the Complaint.

104. CB USA denies all allegations of paragraph 104 of the Complaint.

105. No response is required with respect to paragraph 105 of the Complaint. To the extent a response is required, CB USA denies all allegations of paragraph 105 of the Complaint.

106. CB USA denies all allegations of paragraph 106 of the Complaint.

107. CB USA denies all allegations of paragraph 107 of the Complaint.

108. No response is required with respect to paragraph 108 of the Complaint. To the extent a response is required, CB USA denies all allegations of paragraph 108 of the Complaint.

109. CB USA denies all allegations of paragraph 109 of the Complaint.

110. CB USA denies all allegations of paragraph 110 of the Complaint.

111. CB USA denies all allegations of paragraph 111 of the Complaint.

112. Paragraph 112 of the Complaint contains only conclusions of law to which no response is required. To the extent a response is required, CB USA denies all allegations of paragraph 112 of the Complaint.

113. CB USA denies all allegations of paragraph 113 of the Complaint.

114. CB USA denies all allegations of paragraph 114 of the Complaint.

115. CB USA denies all allegations of paragraph 115 of the Complaint.

116. CB USA denies all allegations of paragraph 116 of the Complaint.

117. CB USA denies all allegations of paragraph 117 of the Complaint.

118. CB USA denies all allegations of paragraph 118 of the Complaint.

119. CB USA denies all allegations of the unnumbered paragraph and all sub-paragraphs following paragraph 118 of the Complaint.

120. Except as expressly admitted herein, CB USA denies all allegations of the Complaint.

SECOND DEFENSE

121. The Complaint fails to state a claim upon which relief may be granted.

THIRD DEFENSE

122. Plaintiffs' claims for punitive damages are barred in whole or in part by the Due Process Clause and Excessive Fines Clause of the United States Constitution, Chapter 41 of the Texas Civil Practice Remedies & Remedies Code, and other applicable law.

FOURTH DEFENSE

123. All or part of Plaintiffs' tort claim is barred by Plaintiffs' comparative responsibility, or the responsibility of third parties.

FIFTH DEFENSE

124. All or part of Plaintiffs' claims are barred by estoppel.

SIXTH DEFENSE

125. All or part of Plaintiffs' claims are barred by waiver.

SEVENTH DEFENSE

126. All or part of Plaintiffs' claims are barred by Plaintiffs' failure to mitigate their alleged damages.

EIGHTH DEFENSE

127. Any tort damages alleged by Plaintiffs are barred, or alternatively must be reduced, due to Plaintiffs' proportionate responsibility in accordance with Chapter 33 of the Texas Civil Practice & Remedies Code.

NINTH DEFENSE

128. All or part of Plaintiffs' claims are barred by the applicable statutes of limitation.

TENTH DEFENSE

129. All or part of Plaintiffs' claims were released in a prior settlement agreement between Plaintiffs and JPMorgan Chase Bank, N.A. in 2012.

CONCLUSION

WHEREFORE, PREMISES CONSIDERED, CB USA requests that the Court enter judgment (a) denying all of Plaintiffs' claims and causes of action and (b) granting CB USA such other and further relief, at law or in equity, to which it may be justly entitled.

Respectfully submitted,

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By: /s/ Kenneth A. Hill
Wm. Lance Lewis
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State Bar No. 09646950
ATTORNEYS FOR CHASE BANK USA, N.A.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served concurrently with the filing of the same via the Court's CM/ECF noticing system upon all persons who have filed ECF appearances in this case, including counsel for Plaintiffs.

/s/ Kenneth A. Hill

Kenneth A. Hill

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